MASTER SUBCONTRACT AGREEMENT

Edgar Hughston Builder, Inc., d/b/a Hughston Homes, Georgia & Alabama Operations

Document No. HH-MSA-001 · Version: 1.0 · Effective date: _____

This Master Subcontract Agreement (this **"Agreement"**), made this _____ day of _____, _____ (the "Effective Date"), is by and between **Edgar Hughston Builder, Inc., d/b/a Hughston Homes** (the "CONTRACTOR"), with a principal place of business at 6053 Veterans Pkwy, Ste 300, Columbus, GA 31909, and _____ (the "SUBCONTRACTOR"), with a principal place of business at _____ (each a "Party" and together the "Parties").

Recitals

The CONTRACTOR is a homebuilder that constructs homes it owns and sells to its customers, and from time to time engages subcontractors to perform portions of that work. The CONTRACTOR wishes to establish a non-exclusive master agreement under which it may, at its discretion, engage the SUBCONTRACTOR to perform work from time to time, and the SUBCONTRACTOR wishes to perform that work at the prices and on the terms set out below. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions

"CONTRACTOR" means Edgar Hughston Builder, Inc., d/b/a Hughston Homes.

"Portal" means JobCloser, the vendor portal within the CONTRACTOR's ThreadKore ERP, through which Purchase Orders are issued to and accepted electronically by the SUBCONTRACTOR, the production and warranty schedule is managed, and vendor communication is conducted.

"Purchase Order" or "PO" means a purchase order (including any Variant Purchase Order or "VPO") issued by the CONTRACTOR through the Portal that authorizes specific Work for a specific home, job, or community, at the pricing in the accepted Pricing Schedule. Purchase Orders are issued and accepted continuously on a home-by-home, job-by-job, and community-by-community basis.

"Pricing Schedule" (Accepted Pricing) means the SUBCONTRACTOR's agreed pricing document attached as Exhibit A, established once the SUBCONTRACTOR's bid sheets are completed, negotiated, and accepted by the CONTRACTOR, which itemizes the Contract sum into distinct work activities, unit rates, and quantities, and is updated by the Parties from time to time as provided in Section 5. Each Purchase Order reflects and uses this pricing.

"Work" means the labor, materials, and services the SUBCONTRACTOR is to furnish under a Purchase Order, including work incidental to and reasonably inferable from it.

"Contract Documents" means the documents and exhibits incorporated herein and made a part hereof which collectively establish the entire agreement between the CONTRACTOR and the SUBCONTRACTOR, and include the Pricing Schedule (Exhibit A), the Master Subcontractor General Requirements (Exhibit B), Purchase Orders, the trade Scope of Work, the trade Specification, and the approved plans, permits, and customer selection sheets.

"General Requirements" means the Master Subcontractor General Requirements attached as Exhibit B and incorporated by reference, as the CONTRACTOR may amend them from time to time on notice to the SUBCONTRACTOR.

"Final Closing" means the closing of the sale that transfers title of the home from the CONTRACTOR to any purchaser.

"Owner" means the individual or legal entity holding title to the real property being improved and who has the right to direct any work associated therewith.

2. Scope of the Subcontract

This Agreement is a non-exclusive master agreement that governs all Work the SUBCONTRACTOR performs for the CONTRACTOR. The CONTRACTOR authorizes Work by issuing Purchase Orders through the Portal, on a home-by-home, job-by-job, and community-by-community basis, at the pricing in the accepted Pricing Schedule (Exhibit A). Purchase Orders are issued and accepted electronically through the Portal and are deemed accepted in accordance with the Portal's terms unless the SUBCONTRACTOR rejects a Purchase Order in writing to the CONTRACTOR's Purchasing Department, stating the reason, before performing the Work. Every Purchase Order is issued and performed under this Agreement, whether or not it refers to this Agreement. Neither Party is required to issue or accept any particular Purchase Order.

3. Order of Precedence

The Contract Documents are complementary; what is required by one is as binding as if required by all. Where they overlap without conflict, the more stringent requirement governs. In the event of an actual conflict, the following order of precedence controls, from most to least controlling:

(1) the latest Purchase Order / Change Order; (2) this Agreement; (3) the trade Scope of Work; (4) the General Requirements; (5) the trade Specification; (6) the approved plans, permits, and customer selection sheets; and (7) applicable codes, laws, and regulations.

The SUBCONTRACTOR shall notify the CONTRACTOR's Purchasing Department in writing of any conflict before proceeding with the affected Work; proceeding without that notice waives any claim arising from the conflict.

4. The Work

The SUBCONTRACTOR shall furnish all supervision, labor, materials, plant, hoisting, scaffolding, tools, equipment, supplies, and everything else necessary to complete the Work described in each Purchase Order, in strict accordance with the Contract Documents and to the reasonable satisfaction of the CONTRACTOR. The SUBCONTRACTOR shall keep the Work free of all claims and liens of its suppliers, laborers, lower-tier subcontractors, and others claiming through it, and shall discharge any such lien or claim of lien filed against the Work or the property within ten (10) days after written notice from the CONTRACTOR.

5. Payment

The CONTRACTOR shall pay the SUBCONTRACTOR for the Work at the pricing set out in the accepted Pricing Schedule (Exhibit A), as reflected on each Purchase Order, subject to additions and deductions by written change order. The Pricing Schedule is established once the SUBCONTRACTOR's bid sheets are completed, negotiated, and accepted, and may be updated by the Parties from time to time under Section 5 (Pricing; Price Adjustments); each Purchase Order uses the pricing then in effect.

The CONTRACTOR may withhold payment to the extent reasonably necessary to protect itself from loss for which the SUBCONTRACTOR is responsible, including: (i) defective Work not remedied; (ii) third-party claims filed, or reasonable evidence of probable claims, unless the SUBCONTRACTOR provides acceptable security; (iii) the SUBCONTRACTOR's failure to pay its lower-tier subcontractors or suppliers; (iv) reasonable evidence that the Work cannot be completed for the unpaid balance due under the applicable Purchase Order; (v) damage to the CONTRACTOR or others; (vi) reasonable evidence that the Work will not be completed on

schedule; (vii) repeated failure to carry out the Work in accordance with the Contract Documents; (viii) failure to maintain required licensure; or (ix) any other material default under this Agreement.

Final payment under a Purchase Order, including any retainage, shall be made after: (1) the Work has been accepted by the CONTRACTOR; (2) the SUBCONTRACTOR has delivered a complete lien waiver and release, and releases of any filed liens, in the forms required by Section 12; (3) satisfactory proof of payment of all amounts owed by the SUBCONTRACTOR in connection with the Work; (4) the Work is complete; (5) the SUBCONTRACTOR has provided all required warranties; (6) the SUBCONTRACTOR has delivered any other documents the CONTRACTOR reasonably requires or that the Contract Documents require; and (7) proof that required insurance is in force. Final payment constitutes a waiver of all claims by the SUBCONTRACTOR arising out of the Work on that home or project, except claims previously made in writing and still unsettled.

Pricing; Price Adjustments

The unit prices and rates set forth in the SUBCONTRACTOR's accepted Pricing List/Terms are firm. The SUBCONTRACTOR shall give the CONTRACTOR at least ninety (90) days' prior written notice of any proposed increase to those prices. That written notice shall be provided to the CONTRACTOR's Accounts Payable Supervisor, Jennifer Ledford (jledford@hughstonhomes.com), and to the CONTRACTOR's Project Estimator, Carrie Bishop (cbishop@hughstonhomes.com). Failure to provide the required prior written notice shall render any proposed increase void, and the existing pricing shall remain in effect. The CONTRACTOR shall provide a written response to any timely proposed price increase and may, at its sole discretion, (a) accept the proposed pricing, (b) negotiate alternative pricing, or (c) reject the proposed increase and rebid the affected Work to other subcontractors. Any accepted increase shall apply only to Purchase Orders issued after its effective date, and shall not apply to any Purchase Order already issued or to any Work then in progress.

Performance Withholding (Retainage)

The CONTRACTOR will evaluate the SUBCONTRACTOR's performance, including workmanship quality, punctuality, timeliness, warranty follow-through, and communication. Upon written notice from the CONTRACTOR of deficiencies in workmanship or performance, the CONTRACTOR may withhold, as retainage, an amount up to ten percent (10%) of the trailing twelve (12) months' invoices that is reasonably related to the estimated cost to cure the deficiency, until the SUBCONTRACTOR's workmanship or performance is deemed satisfactory by the CONTRACTOR. Upon the SUBCONTRACTOR's breach of this Agreement, or termination by the CONTRACTOR for failure to perform, any amounts retained under this paragraph shall remain with the CONTRACTOR and may be applied to continued back-charges, warranty costs, or other costs associated with separation of the SUBCONTRACTOR.

6. Indemnification and Liability

The SUBCONTRACTOR assumes entire responsibility and liability for all Work, supervision, labor, and materials it provides, and for its plant, tools, and equipment, until final acceptance of the Work by the CONTRACTOR. In the event of loss or damage to the Work from any cause before final acceptance, the SUBCONTRACTOR shall repair and make it good at its own expense.

To the fullest extent permitted by law, the SUBCONTRACTOR shall defend, indemnify, and hold harmless the CONTRACTOR, the Owner (where a separate Owner exists), and each of their affiliates, officers, directors, agents, and employees (the "Indemnified Parties") from and against all claims, suits, liens, judgments, damages, losses, and expenses, including attorney's fees, arising in whole or in part from the acts or omissions of the SUBCONTRACTOR, its suppliers, its lower-tier subcontractors, or anyone for whom it is responsible, in connection with the Work, even if caused in part by an Indemnified Party. This obligation does not extend to the sole negligence of an Indemnified Party. The SUBCONTRACTOR's indemnity is independent of, and not limited by, its insurance or any workers'-compensation or benefit-act limitation.

7. Subcontractor's Insurance

Before commencing Work and until final acceptance (or longer where required), the SUBCONTRACTOR shall procure and maintain, at its own expense, the insurance required by this Section, in a form and from insurers acceptable to the CONTRACTOR (A- VII or better per A.M. Best, authorized in the state of the Project). Minimum coverages, subject to modification in a Purchase Order:

- Commercial General Liability, $1,000,000 each occurrence; $2,000,000 general aggregate per project; $2,000,000 products/completed-operations aggregate; $1,000,000 personal and advertising injury.

- Commercial Automobile Liability, $1,000,000 combined single limit (owned, non-owned, hired).
- Workers' Compensation, statutory limits in the state where the Work is performed.
- Employers' Liability, $1,000,000 each accident / each employee (disease) / aggregate (disease).
- Excess or Umbrella Liability, $5,000,000 each occurrence/aggregate, over the CGL and Auto policies.

The CONTRACTOR and the Owner, and their respective officers, agents, and employees, shall be named as additional insureds on the SUBCONTRACTOR's (and any lower-tier subcontractor's) Commercial General Liability policy for ongoing and completed operations, on a primary and non-contributory basis, using ISO form CG 20 10 (or the insurer's equivalent) and CG 20 37 for completed operations. All required policies shall carry a waiver of subrogation in favor of those parties. The SUBCONTRACTOR shall furnish certificates of insurance and the additional-insured and waiver endorsements before commencing Work, shall name the CONTRACTOR as a cancellation-notice recipient, and shall require equivalent coverage from its lower-tier subcontractors. The SUBCONTRACTOR shall maintain completed-operations coverage for at least eight (8) years after the later of Substantial Completion or final payment on a project.

8. Time of Performance

The SUBCONTRACTOR shall commence Work when directed and proceed diligently in accordance with the Project schedule for each Purchase Order, as the CONTRACTOR may amend it. Events in the schedule must be updated in the CONTRACTOR's JobCloser app within the timeframes required by the General Requirements, and in no event less frequently than every twenty-four (24) hours from the start to the completion of each scheduled activity.

TIME IS OF THE ESSENCE. The SUBCONTRACTOR represents that it has allowed for ordinary hindrances and delays. No extension of time is permitted without the CONTRACTOR's written approval. An extension of time is the SUBCONTRACTOR's sole remedy for any delay; the SUBCONTRACTOR waives delay damages. If the Work is delayed by the SUBCONTRACTOR's lack of proper supervision, labor, materials, or equipment, the CONTRACTOR may, on forty-eight (48) hours' written notice, supply what is necessary to complete the Work and charge the cost to the SUBCONTRACTOR.

9. Safety

The SUBCONTRACTOR is responsible for the safety of its employees and of persons and property affected by its operations, and shall comply with all applicable federal, state, and local safety laws and with the CONTRACTOR's safety program. The SUBCONTRACTOR's specific on-site safety practices are set out in the General Requirements. To the fullest extent permitted by law, the SUBCONTRACTOR shall defend, indemnify, and hold harmless the Indemnified Parties from any claim, cost, or penalty arising from the SUBCONTRACTOR's violation of any safety or health law in connection with the Work.

10. Clean-Up and Site Conduct

The SUBCONTRACTOR shall clean up and remove its rubbish, waste, and debris, and shall observe the site rules, housekeeping, and closeout requirements, as set out in the General Requirements. Where the SUBCONTRACTOR fails to do so, the CONTRACTOR may perform the work and back-charge the cost under Section 14.

11. Changes and Claims

The Parties may modify the Work, the time for completion, or the compensation by written change order signed by both. In the alternative, the CONTRACTOR may, in writing, direct the SUBCONTRACTOR to perform additional Work, which the SUBCONTRACTOR shall promptly perform whether or not the cost has been agreed; the SUBCONTRACTOR shall submit a lump-sum proposal for that Work within two (2) business days of the directive. Any claim for additional compensation or time must be given in writing within two (2) business days after the event on which it is based, with supporting detail, or it is waived. No additional cost will be allowed for changed Work performed without the CONTRACTOR's prior written approval.

12. Lien Waivers and Releases

As a condition of each progress payment and of final payment, the SUBCONTRACTOR shall execute and deliver to the CONTRACTOR a lien waiver and release on the form required for the state where the Project is located: for a Georgia Project, the statutory forms required by O.C.G.A. § 44-14-366 (Exhibit C-GA), the Waiver and Release Upon Interim Payment with each progress payment, and the Waiver and Release Upon Final Payment with final payment; for an Alabama Project, the CONTRACTOR's Alabama waiver and release forms (Exhibit C-AL). The SUBCONTRACTOR shall also obtain and deliver corresponding waivers from its lower-tier subcontractors, suppliers, and materialmen, and, as a condition of final payment, shall deliver an affidavit that all labor, services, and materials furnished for the Work have been paid in full. Waivers are required only in exchange for payment. On a Georgia Project, nothing in this Agreement constitutes a waiver of lien or bond rights in advance of furnishing labor, services, or materials, which is void under O.C.G.A. § 44-14-366(b), and, consistent with the statutory interim form, an interim waiver does not waive the SUBCONTRACTOR's rights in any retained amounts. Alabama lien and bond rights and their waiver are governed by Alabama law (Ala. Code Title 35, Chapter 11).

13. Warranty and Service

The SUBCONTRACTOR warrants its workmanship and all materials furnished against defects, faults, and resulting damage for a period of one (1) year from the date of Final Closing on the covered home (or for such longer period as may be required by the Contract Documents). On notice from the CONTRACTOR through JobCloser, the SUBCONTRACTOR shall contact the homeowner to schedule by 5:00 p.m. the next business day and shall remedy the item within ten (10) business days, at times convenient to the homeowner and to the CONTRACTOR's satisfaction; a repair does not restart the warranty period, and any longer time must be approved by the CONTRACTOR in writing. If the SUBCONTRACTOR fails to remedy within that period, the CONTRACTOR may use others to do so at the SUBCONTRACTOR's expense. Trade-specific warranty terms and customer-service requirements are set out in the Scope of Work and the General Requirements.

14. Default, Correction, and Termination

If, in the CONTRACTOR's opinion, the SUBCONTRACTOR (1) fails to provide enough properly skilled workers or proper materials, (2) fails to prosecute the Work on schedule, (3) interferes with the CONTRACTOR or other trades, (4) fails to comply with the Contract Documents, or (5) becomes insolvent or bankrupt, then, after three (3) days' written notice and a failure to cure within that time, the CONTRACTOR may, at its option:

(i) take steps to overcome the condition at the SUBCONTRACTOR's cost; (ii) terminate the SUBCONTRACTOR's right to proceed under any or all Purchase Orders; or (iii) seek specific performance. On termination for default, the CONTRACTOR may complete the Work by any means it deems expedient, take possession of materials and equipment for that purpose, and require assignment of the SUBCONTRACTOR's lower-tier subcontracts and purchase orders; the SUBCONTRACTOR is entitled to no further payment until the Work is complete and accepted.

The CONTRACTOR may also terminate this Agreement or any Purchase Order for convenience on written notice, in which case the SUBCONTRACTOR is paid only for Work satisfactorily performed through termination, with no claim for lost profit on Work not performed. The SUBCONTRACTOR's liability, indemnity, and insurance obligations survive termination.

Correction Fee

The SUBCONTRACTOR has forty-eight (48) hours from notification to complete any QC or Home Orientation list items, and seventy-two (72) hours from notification to complete any Superintendent punch-list item. Failure to complete the items within these periods will result in a fee of one hundred dollars ($100.00) per day, unless written authorization is received and approved by a CONTRACTOR representative. This fee is in addition to the CONTRACTOR's back-charge rights and represents the Parties' reasonable estimate of the burden of delayed corrections.

Back-charges shall equal the CONTRACTOR's actual cost to cure or complete the affected Work plus a reasonable administrative markup, following written notice and a reasonable opportunity to cure. Repeated or material non-compliance is grounds for removal from the CONTRACTOR's approved subcontractor list.

15. Miscellaneous

This Agreement is governed by the laws of the State of Georgia, without regard to conflict-of-laws principles. Any action arising under it shall be brought in the state or federal court for the county where the Project is located. The Parties waive trial by jury. If the CONTRACTOR requests, the SUBCONTRACTOR agrees to submit any dispute to arbitration under the Construction Industry Rules of the American Arbitration Association.

Where a home or project is built under a separate Owner's prime contract, the SUBCONTRACTOR shall be bound to the CONTRACTOR by the terms of that prime contract and assume toward the CONTRACTOR the obligations the CONTRACTOR assumes toward that Owner. If any provision is held invalid, the remainder stays in effect. This Agreement, together with the Contract Documents, is the entire agreement of the Parties and may be amended only in writing signed by both. The CONTRACTOR may assign this Agreement; the SUBCONTRACTOR may not assign without the CONTRACTOR's written consent. This Agreement may be executed in counterparts.

AGREED TO AND EXECUTED as of the Effective Date.

EDGAR HUGHSTON BUILDER, INC., d/b/a HUGHSTON HOMES

By: _____ Date: _____

Print: _____ Title: _____

SUBCONTRACTOR: _____

By: _____ Date: _____

Print: _____ Title: _____

EXHIBIT A: ACCEPTED PRICING SCHEDULE

This Exhibit holds the SUBCONTRACTOR's pricing, established once its bid sheets are completed, negotiated, and accepted by the CONTRACTOR. The Purchase Orders the CONTRACTOR issues to the SUBCONTRACTOR through JobCloser reflect and use this pricing, on a home-by-home, job-by-job, and community-by-community basis. This pricing is a moving target: it changes as bids are re-negotiated and accepted, and as new communities and product lines are added. Any change to it is governed by Section 5 (Pricing; Price Adjustments), the SUBCONTRACTOR must give at least ninety (90) days' prior written notice of any proposed price increase, and an accepted increase applies only to Purchase Orders issued after its effective date.

Trade: _____ Community/Communities: _____ Effective date of this Pricing Schedule: _____

Accepted Pricing

[Attach the SUBCONTRACTOR's completed, negotiated, and accepted bid sheet(s) here. Add or replace pages as pricing is updated; each version is dated and supersedes the prior version.]

The list of documents the SUBCONTRACTOR agrees to (the Contract Documents) is set out in Section 1 of the Agreement and includes this Pricing Schedule, the applicable Purchase Order, the trade Scope of Work, the trade Specification, and the General Requirements (Exhibit B), along with the SUBCONTRACTOR's current Certificate of Insurance, W-9, and business license.

Acceptance of Pricing

By signing below (or by accepting electronically through JobCloser), the Parties accept the pricing attached to this Exhibit as the Pricing Schedule under the Agreement. Purchase Orders issued under this pricing are accepted electronically through JobCloser as provided in Section 2.

EDGAR HUGHSTON BUILDER, INC., d/b/a HUGHSTON HOMES

By: _____ Date: _____

Print: _____ Title: _____

SUBCONTRACTOR: _____

By: _____ Date: _____

Print: _____ Title: _____

EXHIBIT B: MASTER SUBCONTRACTOR GENERAL REQUIREMENTS

The Master Subcontractor General Requirements (HH-GR-001), version 1.4, dated September 16, 2026, are incorporated into this Agreement by reference and attached as Exhibit B. The CONTRACTOR may amend the General Requirements from time to time on notice to the SUBCONTRACTOR; the current version governs, and the SUBCONTRACTOR's on-site foreman shall keep a copy of the current version on site.

The General Requirements (HH-GR-001, v1.4) follow this page.

EXHIBIT C-GA, GEORGIA LIEN WAIVER AND RELEASE FORMS (O.C.G.A. § 44-14-366)

Which forms to use, by Project location. Use the form set for the state where the Project (the home) is located: the Georgia forms below (Exhibit C-GA) for homes in Georgia, and the Alabama forms (Exhibit C-AL) for homes in Alabama. At each interim and final payment, the SUBCONTRACTOR executes the applicable state's form for that home; a SUBCONTRACTOR that performs Work in both states uses each state's forms for that state's homes.

C-1. Waiver and Release Upon Interim Payment, O.C.G.A. § 44-14-366(d)

STATE OF GEORGIA, COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY (NAME OF CONTRACTOR) TO FURNISH (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF ____, COUNTY OF ____, AND IS OWNED BY (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: (DESCRIBE THE PROPERTY BY METES AND BOUNDS, LAND LOT DISTRICT/BLOCK/LOT, OR STREET ADDRESS.)

UPON THE RECEIPT OF THE SUM OF $_____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF ____ (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS ____ DAY OF _____, ____. _____ (SEAL)
_____ (WITNESS) _____ (ADDRESS)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE WAIVED AND RELEASED ANY AND ALL LIENS AND CLAIMS OF LIENS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS REGARDING ANY LABOR OR MATERIAL BOND REGARDING THE SAID PROPERTY TO THE EXTENT (AND ONLY TO THE EXTENT) SET FORTH ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 90 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE AN AFFIDAVIT OF NONPAYMENT PRIOR TO THE EXPIRATION OF SUCH 90 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. § 44-14-366.

C-2. Waiver and Release Upon Final Payment, O.C.G.A. § 44-14-366(e)

STATE OF GEORGIA, COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY (NAME OF CONTRACTOR) TO FURNISH (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF ____, COUNTY OF ____, AND IS OWNED BY (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: (DESCRIBE THE PROPERTY BY METES AND BOUNDS, LAND LOT DISTRICT/BLOCK/LOT, OR STREET ADDRESS.)

UPON THE RECEIPT OF THE SUM OF $_____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

GIVEN UNDER HAND AND SEAL THIS ____ DAY OF _____, ____. _____ (SEAL)
_____ (WITNESS) _____ (ADDRESS)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE WAIVED AND RELEASED ANY AND ALL LIENS AND CLAIMS OF LIENS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS REGARDING ANY LABOR OR MATERIAL BOND REGARDING THE SAID PROPERTY TO THE EXTENT (AND ONLY TO THE EXTENT) SET FORTH ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 90 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE AN AFFIDAVIT OF NONPAYMENT PRIOR TO THE EXPIRATION OF SUCH 90 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. § 44-14-366.

C-3. Affidavit of Nonpayment: O.C.G.A. § 44-14-366(g)(2)(C)

STATE OF GEORGIA, COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY (NAME OF CONTRACTOR) TO FURNISH (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF ____, COUNTY OF ____, AND IS OWNED BY (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: (DESCRIBE THE PROPERTY.)

PURSUANT TO O.C.G.A. § 44-14-366 THE UNDERSIGNED EXECUTED A LIEN WAIVER AND RELEASE WITH RESPECT TO THIS PROPERTY DATED _____, ____. THE AMOUNT SET FORTH IN SAID WAIVER AND RELEASE ($_____) HAS NOT BEEN PAID IN FULL AND $_____ REMAINS UNPAID, AND THE UNDERSIGNED HEREBY GIVES NOTICE OF SUCH NONPAYMENT.

THE ABOVE FACTS ARE SWORN TRUE AND CORRECT BY THE UNDERSIGNED, THIS ____ DAY OF _____, ____. _____ (SEAL) CLAIMANT'S SIGNATURE SWORN TO AND EXECUTED IN THE PRESENCE OF: _____ WITNESS _____ NOTARY PUBLIC

WITHIN SEVEN DAYS OF FILING THIS AFFIDAVIT OF NONPAYMENT, THE FILING PARTY SHALL SEND A COPY BY REGISTERED OR CERTIFIED MAIL OR STATUTORY OVERNIGHT DELIVERY TO THE OWNER OF THE PROPERTY, AND, WHERE APPLICABLE, TO THE CONTRACTOR AT THE ADDRESS SHOWN ON THE NOTICE OF COMMENCEMENT.

EXHIBIT C-AL: ALABAMA LIEN WAIVER AND RELEASE FORMS

C-AL-1. Waiver and Release of Lien Upon Progress (Interim) Payment, Alabama

STATE OF ALABAMA, COUNTY OF _____

The undersigned, having been employed by (NAME OF CONTRACTOR) to furnish (DESCRIBE MATERIALS AND/OR LABOR) for the improvement of the property known as (TITLE OF THE PROJECT OR BUILDING), located in the City of ____, County of ____, Alabama, owned by (NAME OF OWNER) and described as (LEGAL DESCRIPTION, LOT/BLOCK, OR STREET ADDRESS), acknowledges receipt of the sum of $_____ as a progress payment.

To the extent of that payment, the undersigned waives and releases any lien and right of lien, and any claim against any labor or material bond, that it now has upon the described property for labor, services, or materials furnished through _____ (DATE).

This is a progress waiver only. It does NOT waive or release: (a) rights in any retained amounts (retainage); (b) amounts due but not yet paid; or (c) rights for labor, services, or materials furnished after the date stated above.

Given under hand and seal this ____ day of _____, ____. _____ (SIGNATURE)
_____ (WITNESS) _____ (TITLE / ADDRESS)

C-AL-2. Waiver and Release of Lien Upon Final Payment, Alabama

STATE OF ALABAMA, COUNTY OF _____

The undersigned, having been employed by (NAME OF CONTRACTOR) to furnish (DESCRIBE MATERIALS AND/OR LABOR) for the improvement of the property known as (TITLE OF THE PROJECT OR BUILDING), located in the City of ____, County of ____, Alabama, owned by (NAME OF OWNER) and described as (LEGAL DESCRIPTION, LOT/BLOCK, OR STREET ADDRESS), acknowledges receipt of the sum of $_____ as final payment.

Upon receipt of that sum, the undersigned waives and releases any and all liens and rights of lien, and any and all claims against any labor or material bond, that it has upon the described property on account of all labor, services, and materials furnished. The undersigned further warrants that all persons and firms furnishing labor, services, or materials through the undersigned have been paid in full.

Given under hand and seal this ____ day of _____, ____. _____ (SIGNATURE)
_____ (WITNESS) _____ (TITLE / ADDRESS)

C-AL-3. Affidavit of Payment: Alabama

STATE OF ALABAMA, COUNTY OF _____

The undersigned, being first duly sworn, states that it was employed by (NAME OF CONTRACTOR) to furnish (DESCRIBE MATERIALS AND/OR LABOR) for the improvement of the property known as (TITLE OF THE PROJECT OR BUILDING), owned by (NAME OF OWNER) and described as (LEGAL DESCRIPTION, LOT/BLOCK, OR STREET ADDRESS).

The undersigned further states that all labor, services, and materials furnished by the undersigned and by its lower-tier subcontractors, suppliers, and materialmen for the Work have been paid in full, and that there are no outstanding liens, claims of lien, or bond claims against the property arising through the undersigned.

Sworn to and subscribed before me this ____ day of _____, ____. _____ (SIGNATURE)
_____ (WITNESS) _____ (NOTARY PUBLIC)